

DOCKET NO. 174

NUMBER	TERM	YEAR
<u>154</u>	<u>September</u>	<u>1961</u>

National Advertising Company

VERSUS

Charles R. Saupp, d/b/a

Saupp Motors Auto Mart

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

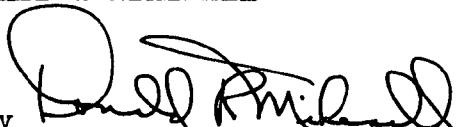
NATIONAL ADVERTISING COMPANY, :
Plaintiff, : No. 154 September Term 1961
vs :
CHARLES R. SAUPP, d/b/a, :
Saupp Motors Auto Mart, :
Defendant. : IN ASSUMPSIT

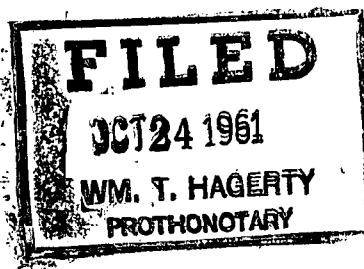
PRAECIPE FOR SETTLEMENT AND DISCONTINUANCE

TO WILLIAM T. HAGERTY, PROTHONOTARY:

Mark the above action settled and discontinue said action
upon payment of your costs only.

UREY & MIKESELL

By 
Attorneys for the Plaintiff



—Lap over margin—

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY, PENNA.

No. 154 September Term 1961

NATIONAL ADVERTISING
COMPANY, Plaintiff,

vs

CHARLES J. SAUR, d/b/a,
Saurp Motors Auto Mart,
Defendant.

COMPLAINT IN ASSUMPSIT

To the Within Named Defendant:

You are hereby notified
to plead to the enclosed
Complaint in Assumpsit within
twenty (20) days from
service hereof.

UJEY & MIKESELL

By *John R. Williams*

RECEIVED
FILED
SEP 24 1961
WM. J. HAGERTY
CLEARFIELD
COURTHOUSE
CLERK'S OFFICE

UJEY & MIKESELL
ATTORNEYS AT LAW
CLEARFIELD TRUST COMPANY BUILDING
CLEARFIELD, PA.

5-0-9 *Attn*

COMMERCIAL PRINTING CO., CLEARFIELD, PA.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL ADVERTISING COMPANY, Plaintiff, : No. 154 September Term 1961
vs : IN ASSUMPSIT
CHARLES R. SAUPP, d/b/a,
Saupp Motors Auto Mart, Defendant. :

COMPLAINT

(1). The Plaintiff, National Advertising Company, is a Corporation chartered and existing under the laws of the State of Delaware, with its principal office at 6850 South Harlem Avenue, Argo Post Office, Bedford Park, Illinois, and duly authorized to do business in the State of Pennsylvania.

(2). The Defendant, Charles R. Saupp, is an individual trading and doing business as Saupp Motors Auto Mart; with his principal place of business at 813 Good Street, Houtzdale, Pennsylvania.

(3). On November 5, 1959 the Plaintiff entered into a written contract with the Defendant, a true copy of which is hereto attached and made a part of this Complaint, marked Exhibit "A".

(4). By the terms of said contract, which is incorporated herein by reference and made a part hereof, the Plaintiff agreed to secure locations, construct, erect and maintain one advertising bulletin for the Defendant; said bulletin to be located along Route 322 between Clearfield and Curwensville in Clearfield County, Pennsylvania, all for the price or sum of Thirteen and 50/100 (\$13.50) Dollars per month from the first day of the first calendar month following the date said bulletin was erected, and payable in advance on the first day of each calendar month thereafter for a term of thirty-six (36) months from the first day of the first calendar month following the date of erection of such bulletin.

(5). That prior to March 1, 1960, the Plaintiff secured the location, constructed and erected the bulletin as agreed upon and maintained said bulletin to and including January 1, 1961, at which time Defendant was in default in payment of all money due under the contract. The Defendant repudiated said contract by demanding cancellation effective January 1, 1961, and refusing payment of the valid obligation which he had already incurred thereunder. Therefore, the Defendant owes the Plaintiff monthly rental charges from March 1, 1960 to January 1, 1961, or ten (10) months at Thirteen and 50/100 (\$13.50) Dollars per month or One Hundred Thirty-five (\$135.00) Dollars.

(6). That said contract which is incorporated herein by reference and made a part hereof, provides that if the contract is cancelled after the bulletin is erected the advertiser, agrees to pay short term rates, in the case of a thirty-six (36) month term, equal to Sixty (60%) percent of the applicable monthly charge for each month remaining in the contract. Therefore, the Defendant owes the Plaintiff Twenty-six (26) months short term rates or Eight and 10/100 (\$8.10) Dollars per month or Two Hundred Ten and 60/100 (\$210.60) Dollars.

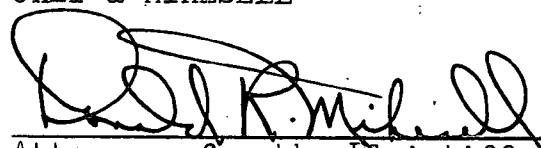
(7). The Plaintiff has fully performed all of the covenants and agreements contained in said contract upon its part to be kept and performed and this in good faith and according to the true intent and meaning thereof.

(8). The Defendant was allowed a credit of Thirteen and 50/100 (\$13.50) Dollars covering a period of One (1) month rental, during which time the bulletin was being relocated at the request of the Defendant, and the Defendant paid One Hundred Thirty-five (\$135.00) Dollars on account in January, 1961, making a total credit of One Hundred Forty-eight and 50/100 (\$148.50) Dollars; leaving a balance due the Plaintiff of One Hundred Ninety-seven and 10/100 (\$197.10) Dollars.

(9). The Defendant, although requested by the Plaintiff has failed and refused to pay the amount due or any part thereof.

WHEREFORE, the Plaintiff demands judgment against the Defendant for the sum of One Hundred Ninety-seven and 10/100 (\$197.10) Dollars with interest at the rate of Six (6%) per cent per annum from January 1, 1961.

UREY & MIKESELL



Attorneys for the Plaintiff

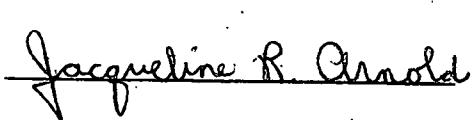
STATE OF ILLINOIS :
: SS
COUNTY OF COOK :
:

Personally appeared before me, M. C. Boehmke, who being duly sworn deposes and says that he is the Assistant Treasurer of the National Advertising Company, a Corporation, and that the facts set forth in the within Complaint in Assumpsit are true and correct according to his personal knowledge, information and belief.



M. C. Boehmke

Sworn to and subscribed
before me this 21 day
of September, 1961.



MY COMMISSION EXPIRES FEBRUARY 7, 1965

AUTHORIZATION
The Undersigned,

EXHIBIT "A"

NATIONAL ADVERTISING COMPANY
CHICAGO, ILLINOIS

SAU P P MOTORS
(Name)

(Street)

(City)

(County)

(State)

hereinafter called the Advertiser, does hereby contract with and authorize National Advertising Company, Chicago, Illinois, herein-after called the Company, to secure locations, construct, erect, and maintain:

No.

Description

Unit
Charge

1 8x12' KENWAL T Bulletins @ \$ 13.50 per month per Bulletin

LOCATIONS. The Bulletins are to be erected at locations selected by the Company as near as possible to the following suggested locations:

Rh 322 between Clarendon & Cawenwill

The Company shall move any approach Bulletin which may be indicated because a lesser, state laws, local ordinances, rerouting of highways or obstruction of approach require relocation. Bulletins relocated at the request of the Advertiser for reasons other than stated above will be moved at the expense of the Advertiser at the rate of \$ 110.00 per Bulletin. The site of all locations shall be approved by the Advertiser. It is mutually agreed that said Bulletins are forever the exclusive property of the Company. Inability of the Company to erect all Bulletins at one time, or to secure all Bulletin locations contracted for, or to relocate any Bulletin when necessary or requested by the Advertiser, shall in no way constitute a breach of this contract, and any Bulletin which the Company is unable to erect or relocate if required to do so hereunder (excluding, however, inability to relocate solely at the request of the Advertiser) shall be deemed to be eliminated from this contract.

MAINTENANCE. The Company will regularly inspect all Bulletins, relocate Bulletins as heretofore provided, replace damaged and worn out parts, re-erect fallen and straighten twisted or leaning Bulletins, secure leases from property owners, conform to zoning ordinances or regulations, comply with right-of-way regulations, remove natural obstructions of approach to the Bulletin, pay all lease rentals, pay all taxes, secure and pay building permits, secure and pay annual business licenses and Bulletin permits, and perform all those services necessary to provide effective highway advertising during the term of this agreement.

OUT OF SERVICE. The Company shall issue credit to the Advertiser for the period any Bulletin is not in service. Any interruption in service to one or more Bulletins shall in no way relieve the Advertiser of its obligation to make payments on the remaining Bulletins as due, nor shall any interruption in service of one or more Bulletins void this contract.

HOLD HARMLESS. The Company assumes and agrees to save the Advertiser harmless from any and all claims or demands on account of personal injury or property damage caused by or resulting from any Bulletin covered by this agreement, including the place or manner of the installation and maintenance of same, and agrees to carry, at its own cost and expense, adequate public liability insurance covering all such contingencies as long as this agreement shall remain in effect.

PAYMENT. The Advertiser agrees to pay the Company for each Bulletin the applicable amount per month specified above from the first day of the first calendar month following the date such Bulletin is erected. At the election of the Advertiser, such payments may be made monthly, in which event they shall be due and payable in advance on the first day of each calendar month, or annually, in which event the first yearly payment shall be due and payable in advance on the first day of the first calendar month following the date the Bulletin is erected and subsequent yearly payments shall be due and payable on each anniversary date following.

TERM OF CONTRACT. This contract shall remain in full force and effect for a full period of ~~forty-eight (48)~~ months for each Bulletin from the first day of the first calendar month following the date of erection of such Bulletin.

CANCELLATION PRIVILEGE. 1. This contract may be cancelled only in the event the Advertiser shall discontinue selling the products advertised. If 2. Upon cancellation, the Advertiser agrees that the following schedule of short term rates shall apply and that payments will be made in accordance therewith:

- a. If cancelled before the leases are secured and approved—the cost of any materials that have been fabricated specifically for this contract plus 15% for overhead expense.
- b. If cancelled after leases are secured and approved but before Bulletins are erected—all amounts due as computed under paragraph 2(a) above plus an amount equal to five times the applicable monthly bulletin charge specified in the first paragraph hereof for each lease secured.
- c. If cancelled after Bulletins are erected—any unpaid charges which are due to the date of cancellation and, in addition thereto, an amount equal to 50% (for a 60 month term)
55% (for a 48 month term)
60% (for a 36 month term) of the applicable monthly bulletin charge as aforesaid per Bulletin for each month remaining in the contract.

CONTRACT ASSIGNABLE. This contract may be assigned to a successor Advertiser only with the prior written consent of the Company. If the assignee requires change in copy, said copy will be changed in accordance with the provisions contained herein.

CHANGE IN COPY. The copy shown on the Main Panel of this Bulletin will not be changed during the term of this contract. If the Advertiser requests a change in the Slogan Panel or Identification Panel, the Company agrees to make such change within ninety (90) days after authorization by the Advertiser.

The cost to the Advertiser for such change shall be \$ 35.00 per Bulletin. Full rental charges will continue during the ninety (90) day period.

UNAUTHORIZED REPRESENTATIONS. The Company shall not be bound by any agreement or representation expressed or implied, not contained herein, environmental restrictions, strikes, lockouts, acts of God, or any other act or thing beyond its reasonable control.

ACTS OF GOD. The Company shall not be responsible for any failure or delay in the performance of its undertakings hereunder when due to fire, government restrictions, strikes, lockouts, acts of God, or any other act or thing beyond its reasonable control.

CONTRACT BINDING. This contract shall be deemed to have been executed and its terms enforceable only upon the acceptance hereof by the Company at the place provided below. It shall be binding upon and shall inure to the benefit of the parties hereto, as well as their respective heirs, successors, executors, administrators and permitted assigns.

RECEIVED BY: Subject to acceptance by Company

C. Brunson

(Salesman)

Date: 16-5-59

WHERE APPLICABLE

APPROVED:

(Firm)

By:

(Signature)

(Title)

(Date)

Advertiser: SAU P P MOTORS

By: (Signature) (Title)

Yarff

(Address)

LIMIT COPY TO
TWO LINES

PRINT:
IDENTIFICATION OR SLOGAN
COPY HERE

SAU P P MOTORS

Large Copy

HOTEL DALE

Small Copy

Affidavit of Service

National Advertising Co

vs.

Charles R. Saupp d/b/a
Saupp Motors Auto Mart

I54 No. September Term, 1961

Complaint In Assumpsit

Returnable within _____ days
from date of service hereof.

NOW October 1, 1961 at 11:00 o'clock A.M.

served the within Complaint In Assumpsit

on Charles R. Saupp

at Place of Business 813 Good Street, Houtzdale, Pa.

by handing to him personally

a true and attested copy of the original Complaint In Assumpsit and made
known to Him the contents thereof.

Costs. Sheriff Ammerman \$13.10
(Paid By Attys Urey & Mikesell)

Sworn to before me this 3rd

day of Oct A. D. 1961

Wm T. Hagan Prothonotary

So answers,
Charles G. Ammerman
Sheriff

Charles G. Ammerman
Sheriff

